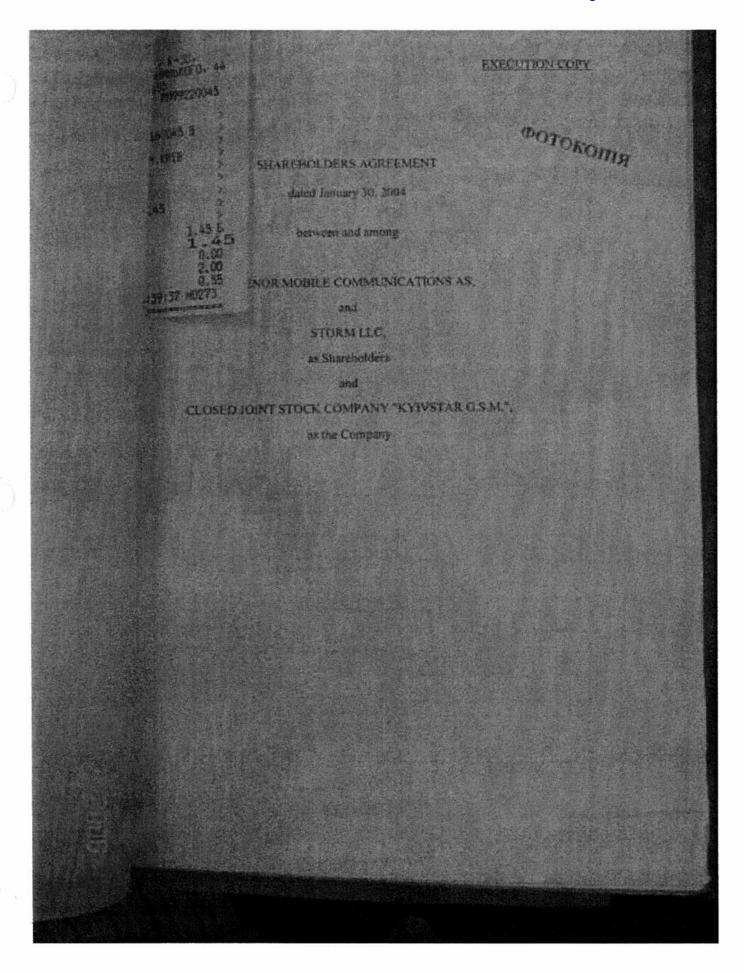
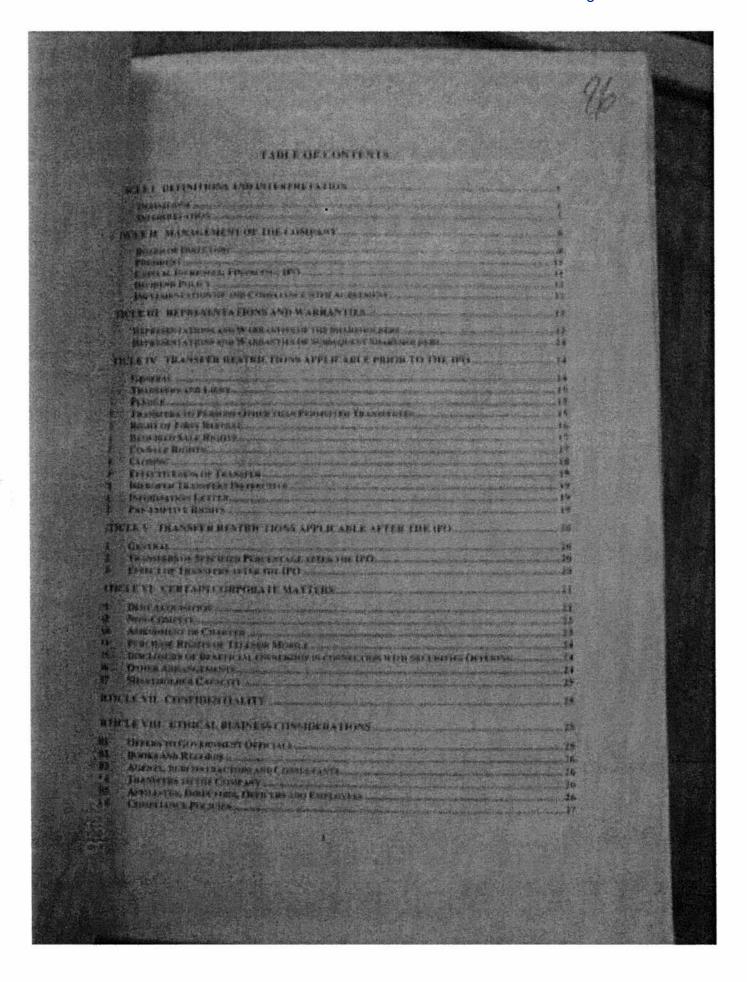
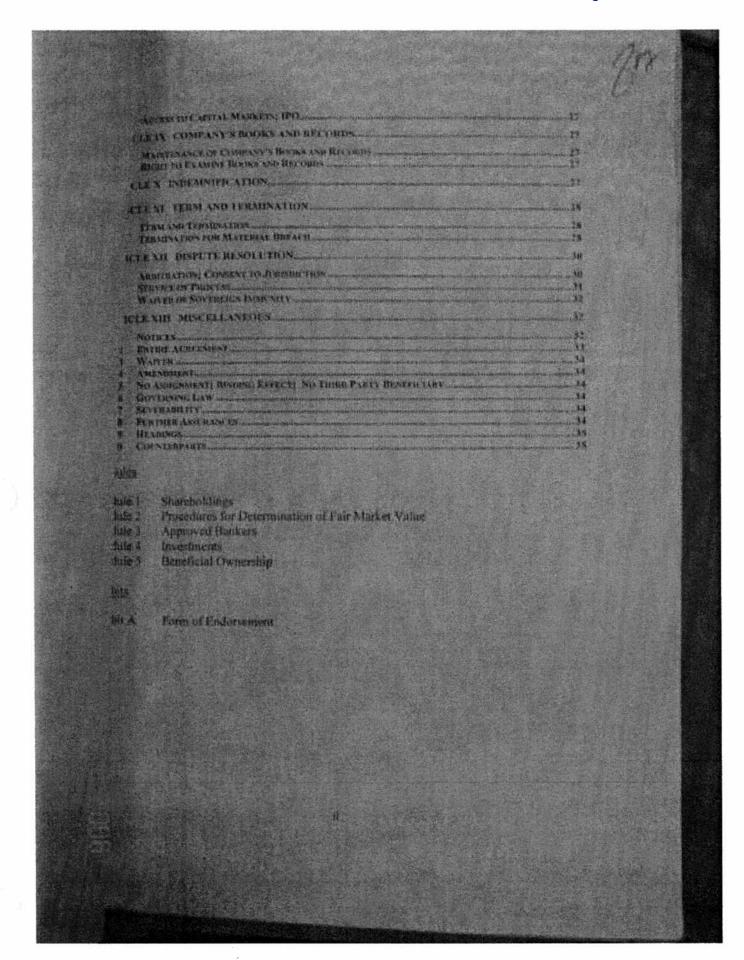
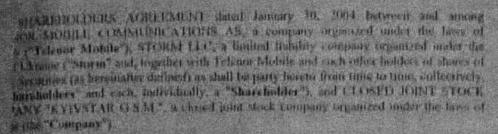
EXHIBIT N PART 11

EXHIBIT 6









WITTERSETH

WHIRIAS, the plopes differs are the corners, beneficially and of occured of the corner appearing there of Common Size's (as become the defined) described in Schedule 1 beneficial dedication of the condition of the described as Schedule 1 beneficial respective names, and

White (AS, the Shareholders believe it is in the best interests of the Company that the best to the community and stability of the business and mannerment of the stay;

SEXW. THEREFORE, to implement the longuing and in consideration of the mutual complitions and coverants contained begin and for other good and valuable consideration could and sufficiency of which me hereby acknowledged, the parties hereby agree as use

ARTICLE 1. DEFINITIONS AND INTERPRETATION

Difficultions

and before, the following terms shall have the following meanings:

fines or Proceedings" shall mean any action, but, proceeding or arbitrarian commenced,

ferror Abarcholder" and base the meaning quedied in Section 2 (1) by ex-

Miner" shall resear, with respect to any Person, any other becam which directly in indirectly first or a mode camprise central with, or a controlled by such Person, including of such that man materials in the state of such exposure of auch Person, or any relative of trich exposure of a Person any son of whose han the same beam as and Person, and who in briding my trust or the investigation and such entire the same in Person specified becam, directly or indirectly, across on a Section of an associate exposure to expect the state of materials are protected as a person of the state of a sometime expect to expect the other controlled has a smallest factal interest, and any Person who is controlled by my such most or exact. As a limited defining a sential controlled by any distribution of the state of the

ers, there is not in the selection the experience of the Color Selection Color in the Selection of the Selec

The Bridge Table State of Colored Forth Secretaria Charles I

The properties of the property of the property

Mighael Small this Hand of Proceeding of the Conference

the plane and the bear to advantage about the second of the pr

How Hall markethy shreling there's sold recommend and have an

the flag deal reason of the flow of the control of the first of particles of the first of the first of the flag of the first of the fir

the find a green was read beauty markets of the senter of the temperation of the temperation of the first of

The d Brook of the course was expressed that he had been proved by the course of the c

2000) and have sad the dilig specified in the resulted as possest,

ness flooded with endings. The proposed reservoires a first time prices discovered and argument in a constitute of the prices discovered and a constitute of

akenne aligne propose of a second color of record to the color of records to the color of the co

entrated a little and the common and the common of any Property and Alerty do in the company of the company of the common of the

absorpting turnspaid specificacy in a construction of experiences in highway of colors who have find the absorption of all constructions of all colors are collected.

fields of a Person or more than fifty percent (50%) of the partnership or other tenses therein (other than as a limited partner of such Person).

shing Person" shall mean, with respect to my Person, may enter Person which evens or a directly or indirectly, more than fifty percent (50%) of the securities having ordinary power for the election of directors or other governing body of such first Person or more by particle (50%) of the partnership of other ownership interests therein tother than as a particle of such first Person).

is Notice" shall have the meaning specified in Section 4.07(b).

Period' shall have the meaning specified in Section 11.02(a)(1).

gest shall have the meaning specified in Aniele X.

tibligations' shall mean, with respect to any Person, any obligations of each Person (a) d proney, (b) evidenced by notes, bonds, debenoures or similar instruments, (c) for red practicase price of goods or services (other than trade payables or accreais incurred in direct course of business; (d) arising out of any credit facility or financial modulines (a) in respect of my habilities and obligations of third parties (referred to in this ion as otherwise) to the extent that they are guaranteed by such Person or such Person has be distanced or become hable for the payment of such liabilities or obligations or to the that they are secured by any Liett upon property owned by such Person, whether ar not many has assumed or become liable for the payment of such liabilities or obligations. (f) finder any lease that would be capitalized on the balance sheet of such Person in more with GAAP that is enherwise in substance a financing lease, (g) arising in respect of eway, any acceptance or documentary credit or any receivables sold or discounted other in a nin-recourse basis; (h) for trade payables incurred in the ordinary course of business: big, in connection with damages, times, perulties, compensatory shanages and other of similar kind or nature that may be assessed, charged or appraised against such Person and loan agreement, sale-purchase agreement, delivery of goods (works, services) pert, lease agreement or any other agreement of commercial nature. (i) arising in aren with any other transaction that, in accordance with GAAP, results in such obligation breakt as "indebtesiness", (k) may other monetary obligation of a Person to pay an amount may in excess of US\$1,000,000 to a counter-party either under an agreement or an another of the first property of a state basis of a normative act of a state basis (melasting of limitation payments to state bodies such as taxes, fees or times) or a judicial decree or 1 and (i) any other obligations or liabilities of a Person (whether absolute, accrued, end; fixed as otherwise, and whether dup or to become the).

[&]quot;Transaction" means only transaction by which a Standard Party directly or indirectly as any from or extends any credit to any Protected Party (other than a Shareholder Loan) or face becomes an obligee or fields or is a beneficiary of any Dehr Obligation of any all Party (other than a Shareholder Loan).

in Empirication Offer Notice" shall have the meaning specified in Section 6 01(b)(i).

and shall mean a member of the Resert.

organisms, shall mean an endergoners to this Agreement, in the form of Exhibit A

my laterest" in a Person shall mean any share of capital stock of such Person.

trange Act" shall tream the United States Securities Exchange Act of 1934, as amended, and designed regulations of the SEC promulgated thereunder.

Marker Value" shall mean the fair market value of the item to which such term is applied, second-new with the methodology act forth in Schoolule 2.

A shall have the incoming specified in Section J. Olice.

refeasive Action" shall mean any action by a pledger to enforce its rights in or so any false pledged to such pledger (including hat not finished to, any enforcement of a pledge of lastic upon, sale of, or acceptance of title to, such Securities).

AP shall mean generally accepted accounting principles in the United States, as in effect, time to time.

197 shall mean any general meeting of the shareholders of the Company, as defined in

resumental or Regulatory Authority" shall mean any court, inbusal, arbitrator, legislature, statement, ministry, committee, inspectorate, pathority, agency, commission, prosecutor, jet attorney, official or other competent authority of Ukraine, or any other country or any sawell as any country, city or other political subdivision of any of the foregoing.

vertiment Official" shall mean any Person holding office with any Governmental or ulusary Authority (or any member of such Person's immediate family) or any Person doved by, or performing services for, any entity under the administrative control of, or of by, any Governmental or Regulatory Authority even if such entity conducts commercial of the

yeulan' shall mean the legal currency of likeame,

Innaified Person" shall have the meaning specified in Article X.

formation Letter" thall have the meaning specified in Section 4.13

captright rights, know-new (including trade secrets and other impatented and/or imprights rights, know-new (including trade secrets and other impatented and/or imprishle proprietary its confidential information, systems or procedures), trademarks and lemark rights, service marks and service mark rights, trade names and trade name rights, brand names and service name rights, brand names, processes, formulae, trade dress, husiness tradect names, lugars, alogans, indistrial models, processes, designs, methodologies, so has programs (including all source codes) and related documentation, technical information, and heating, and technical drawings, and all pending applications for and phones of patents, tradecoarks, service marks and copyrights.

again areas the initial underwritten public offering of the Common Stock which results in long of the Common Stock for Securities evidencing beneficial senseship interests in the stock; essa national or international stock exchange or securities tracing facility.

press shall mean all licenses, pennins, conflictes of outbody, authorizations, approvals, protest, franchines and similar consents granted or bound by any Governmental or page Aguivety.

The sit mean any countries, pledge, assessment, security interest, leave, lien, adverse class, bares or other encumbrance of any kind, or any conditional cale Contract, title estantion and or other Contract to great any of the foregoing

nagionent" thall mean the executive body of the Company, having such authority at it to

regal Breach" that have the meaning specified in Section 11 02(a).

e sequentles" shall have the meaning specified in Section 2.05(trill).

officurbing Sharcholder" shall mean, at any time of determination thereof, a Sharcholder benefit Material Breach of this Agreement.

new of Breach" shall have the meaning specified in Section 11 02(a)(i)

the of Termination" shall have the meaning specified in Section 11 62(arriv).

for that tore the meaning specified is Section 4.04.

Marke" shall have the recoming specified in Section 4.05(a).

"fired Securities" shall have the menning specified in Section 4.04.

ation Agreement" that mean the Option Agreement dated October 29, 2002 between

eder shall mean any well, judgment, dictice, injunction, indictment, complaint or similar or strain Covernmental or Regulatory Authority (in coch case, whether preliminary or final).

aristronling Voring Securities" shall mean, collectively, (a) shares of Common Stock that flearly, and in the shaenes of contingentials, extitle their holder to vote at any GMS, and that not the time specified in the context in which such term is used, issued and outstanding, and Securities that are, at the time operified in the context in which such term is used, issued and stabiling and convertible into, or expressable or exchangeable for, any shares of Common and described in Glosse (1)

urigo that) mean (in each of the Sharaholders puris bereto an the date hereof, (b) the Company 0.00) each Person that acquires Securities in accordance with this Agreement and executes an exercises.

tribilled Transferce" shall mean, with respect to any Shareholder, any Controlling Person of the Watchelder, or very Controlling Affiliate of any such Controlling Person or Shareholder.

par shall mean any national persons, corporation, general partnership, somple partnership, of consenship, lumined hability perforability limited limited hability perforability limited limited hability perforability limited limited hability perforability limited limited hability perforability of consensations treat, union, association or Governmental in Regulatory Authority or independent or minimum totals.

Les Agreement" shall mean the Pledge Agreement dated Cictaber 25, 2002 between Telema ple and Starra.

sident? shall more the chalmen of the Management, whether the title of such officer is ident? "General Director" or otherwise, having the authority structured in the Charter and 3-15% applicable Ukrainian law.

Natice" shall have the incaning specified in Section 6.01(b)(19)

agened Party' shall mean the Company or any of its Controlled Artificials.

cleasing Shareholder" shall furve the meaning specified in Section 4.05(h)

pstration Rights Agreement shall poran the Registration Rights Agreement dated the 29, 2002, between and emony the Sharebuilders and the Company.

Julyed Sale Right" shall have the meaning specified in Section 4.06.

levent Obligation" shall have the meaning specified in Section 6.01 (b.f.).

C' shall mean the Securities and Exchange Commission of the United States of Assertica, or accessor thereta.

furnites" shall mean theres of Common Stock or other capital stock of the Company, whether but authorized, or any option, right, subscription, warrant, phontom stock tight or other tract right to receive shares of Common Stock or such other capital stock, or any bonds, at dependings or other accurities of any kind whatsoever, that are, or may become, withhile into or exchangeable or exercisable for, during of Common Stock.

curities Act* shall recan the United States Securities Act of 1937, as amended, and the rules begulations of the SEC promulysted thereunder.

Ung Shareholder" shall have the meaning specified to Section 4.04.

Abreholder Response Notice" shall have the meaning specified in Section 4.05(b).

buildington by Telerior Mobile or may of its Affiliates, or the acquisition of any Debt Obligation the Company or any of Commission of the Affiliates.

harcheider" and "Shareholders" shall have the meaning specified in the preamble herette

straded Percentage" death mean twenty-live percent (25%) plus one (1) share of the Voting corriler.

tion Parties' shall mean, with respect to a Shareholder, such Shareholder, its Controlling the Committed Affiliates, any Committed Affiliate of any Controlling Person of such other and any Person acting on behalf of sny of the foregoing, in each case, pursuant to a

in anall have the meaning specialed in the present is hereto

in Participants Agreement' shall mean this agreement dated hanc 26, 2002 between and Attemed the other participants in Share.

nor Mobile" shall have the meaning specified in the prescrible hereto.

of Party Offeror" shall have the meaning specified in Section 4.05(a).

nsfee" shall mean any direct or indirect cale, exchange, transfer junctuating without ation, any transfer by gift or operation of law, or any transfer of an economic interest in any mise security of any Security), assignment, distribution of other disposition, or issuance or ion of any option or any voting peaxy, voting trust or other voting agreement in respect of Perron or instrument (including, without limitation, any of the Securities), whether in a a insusaction or a series of related transactions, including, without limitation, the direct or est enforcement or foreclosure of any Lien; provided, that nationalization, exproporation, Frestion, bankruptcy (other than any bankruptcy instituted by the petition of any Shareholder, Affiliate of such Shanebolder), arrest or any similar Action of Proceeding initiated by any erimental or Regulatory Authority in respect of any Person or instrument shall not constitute MISSIRY.

CITRAL Rules" shall have the meaning specified in Section 12.01(a).

ting Agreement, shall mean the Veiling Agreement dated September 2, 2002 between and ing the Shareholders.

ding Securities' shall mean, collectively, shares of Common Stock, shares of preferred stock any other Securities that ordinarily, and in the absence of contingencies, entitle their bolder old to any GMS and that are, at the time specified in the context in which such term is used, and penstanding.

2 Interpretation

less the context of this Agreement otherwise requires, the following rules of interpretation If apply to this Agreement

- (a) the singular shall include the phiral, and the plural shall include the singular.
- (b) words of any gender shall include the other gender;
- the words "berent", "herein", "hereby", "hereto" and similar words refer to this entire Agreement and not to may posticular Section or may other subdivision of this Agreement
- a reference to any "Article", "Section", "Schedule" or "Exhibit" is a reference to a

weeks Article or Section of or Schedule or Exhibit to, this Agreement,

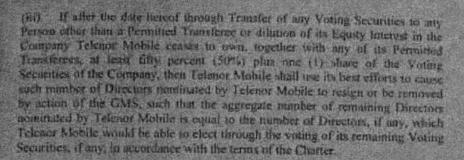
- a reference to any law, matthe, regulation, notification or spatialty provision shall be the any amendment, modification or re-enactment thereof, any regulations require and therefore thereof from time to time, and any interpretations thereof from time to story is any regulatory or administrative authority.
- a reference to any agreement, instrument, contract or other document shall include any amendment, antendment and restaurment, supplieraem, or other modification sheretor.
- principal designation of the property of the p
- a reference to any dollar amount shall include its equivalent in another currency.
- or used herein. "beneficial power" (and the plural thereof) shall have the same meaning as in Rule 13d-3 under the Eschange Act (17 C.F.R. (240-13d-3)).

ARTICLE II MANAGEMENT OF THE COMPANY

Hourd of Directors

- (a) Central Except as limited by, or otherwise provided in, this Agreement of the Charter, the conduct of the overall business, management and affairs of the Company that be the responsibility of the Board and the President
- (b) Composition Election
 - From and other the date hereof, the Board shall consist of nine (3).
 Directors.
 - (ii) Subject to Section 2.01(b)(iii), (iv) and (v):
 - (A) Telepor Mobile shall be entitled to designate and nominate five (5) candidates for election to the Board, and
 - (B) Storm shall be entitled to designate and nominate four (4) candidates for election to the Board (of which two (2) shall be designated by Alfa pursuant to the terms of the Storm Participants Agreement).

and the Shareholders agree to take all action necessary from time to time including, without limitation, the voting of their respective Vesting Securities, the execution of actition consents, the calling of special meetings of the GMS and/or the Board, the waiving of notice and attendance at meetings of the GMS and/or the Brand, in each case, to the extent permitted by Ukramian law) to (1) ensure the election of such condidates and (2) maintain the membership of the liciard as appealfied in this Section 2.01(b)(ii).



- first the date hereal through Transfer of any Voting Securities to any Person other than a Portnitted Transferee or dilution of its Equity Interest in the Company Storm ceases to own at least forty percent (40%) of the Voting Securities of the Company, then Storm shall use its best utforts to cause such number of Directors nominated by Storm to resign or be removed by action of the GMS, such that the aggregate number of remaining Directors nominated by Storm is equal to the number of Directors, if any, which Storm would be able to elect through the voting of its remaining Voting Securities, if any, in accordance with the terms of the Charter
- (v) If any Shareholder (an "Affected Shareholder") gives notice at any time to the Company and the other Shareholders that any Person nominated by such Affected Shareholder and then serving as a Director is no longer such Affected Shareholder's designee, then such Affected Shareholder, the other Shareholders and the Company shall take all such actions as are necessary to remove the Director so designated.
- (vi) It a Director nominated by a Shareholder dies, resigns or is removed as a Director pursuant to Section 2.01(b)(v), the Company and the other Shareholders shall take such actions as are necessary to elect as a Director any Person who is subseduently designated and nominated by the Shareholder whose nominee has died; resigned or been removed.
- (c) Quartum The quoteent for a meeting of the Board shall be any six (6) Directors; provided that (i) If one or more of the matters on the agenda for such meeting is a discusse specified in Section 2.01(d8i)-(xi) (inclusive), any seven (7) Directors shall be required to be in attendance in order for such matter(s) to be voted on by the Board; (in a quoteen shall atways include at least one (1) Director appointed by Storm, and (in) if a 4000m is not achieved in any two (2) consecutive attempts to convene a meeting of the Board, then the matters on the agenda for such Board meeting shall be determined by the GAS, and, subject to compliance with Ukramum law and the provisions of the Charter, any Shareholder holding trate than ten percent (10%) of the Voting Securities may call for a GMS to determine such matters.

- Society. Subject to contribute and a knowledge take and entering an editorium offeet in the Charter, all designment of the Rows (or, it explanates, representational en the Board to the Gibbs dual by desiranced by a runs of a unual marrowity of the prove other than the following toccounts, which which require as affirmative wine of erem (T) of the name (9) Discountry, explanating at time one (1) Dissettly appropriately. So con-
 - 511 sata recommendation to the GS15 of her acres being at the Charact, often than any amendment of the Charter respond to contraction with any locates of the authorized chartes capital of the Constant contemplated by Sections 2.11 and any arterial feet to the Charter of the type referred to be Section 5.97 school is contained by applicable fourt
 - (91) except his constructional by Section In big only secondary decime to derives the suffertied charter capital of the Company and is to being any Securities.
 - this any extendent encurrence by the Company or any of our conscioused Sufficient and any Decig Only guillion in an discrepance of the spine department on end case of DATE million
 - tory any man after graning or other incorrects of any Laction any Armer and Properties of the Company anders any of its Consolidated Salisidiaries having on Secreptic value in excess of LS\$50 million.
 - soy acquiration by the Company of any of its Compositional Submitteeper of entry by the Company or any of its Conschidened Subsolinates into a print various with, any Person the aggregate can market or pro florous value of which, including any Debt Ossegatures occurred in consection theory ob, exceed 1.5550 million.
 - (vi) any executivementation to the USES of any marger of compositioning of the Company or any of its Companies of Subsidiaries with any Person, the aggregate value of which exceeds 175350 million:
 - (kil) the conveniencement by the Company or any of its Cresolidated Submidances of any line of business other than the Hoamest.
 - (viii) say transaction between the Company or any of its Committed Subskilleries and any Marcholder or my Affiliate of my Sharebolder, including my them francaction tother than any transaction contemplated by Section 103. and any Shareholder Lean, except inhere such Shareholder Louis is subject to Board approval in accordance with even trill of this Section 2 (1) (d).
 - (i.e.) any amendment of any License material to the conduct by the Company of my of as Canadidated Samidiaries of the Business.
 - the apparentiest of the Company a external multipres, and
 - ony recommendation to the GMS in respect of a change from (xi) uncertificated, non-documentary Securities to certificated, documentary